

CHINA

THE



MAIL.

Established February, 1845.

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXIV. No. 4584. 號二月正年八十七百八千一英

HONGKONG, SATURDAY, JANUARY 12, 1878.

日十初月二十年丑丁

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON:—F. ALGAN, 8, Clement's Lane, Lombard Street, George Street, 30, Cornhill, GORDON & GOTCH, Ludgate Circus, E. C. BATES, HENRY & CO., 4, Old Jewry, E. C. SAMUEL DEACON & CO., 160 & 164, Leadenhall Street, PARIS AND EUROPE:—LEON DE ROSNY, 19, Rue Monsieur, Paris.
NEW YORK:—ANDREW WIND, 183, Nassau Street.
AUSTRALIA, TASMANIA, AND NEW ZEALAND:—GORDON & GOTCH, Melbourne and Sydney.
SAN FRANCISCO and American Ports generally:—BROWN & BLACK, San Francisco.
SINGAPORE AND STRAITS:—SAYLE & CO., Square, Singapore. C. HEINSEN & CO., Manila.
CHINA:—Swatow, CAMPBELL & CO. Amoy, WILSON, NICHOLLS & CO. Foochow, HEDGES & CO. Shanghai, LANE, CRAWFORD & CO., and KELLY & WILSHIRE, Yokohama, LANE, CRAWFORD & CO.

Bank.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars. RESERVE FUND, 650,000 Dollars.

Court of Directors.

Chairman—H. HOPKINS, Esq.
Deputy Chairman—F. D. SASOON, Esq.
E. R. BELLION, Esq. WILHELM REINER, Esq.
W. H. FORDES, Esq. Ed. TOBIN, Esq.
Hon. W. KEWING, Esq. A. McIVER, Esq.

Chief Manager, Hongkong, THOMAS JACKSON, Esq.
Manager, Shanghai, EWEN CAMERON, Esq.
London Bankers—London and County Bank.

HONGKONG.
INTEREST ALLOWED.
ON Current Deposit Account at the rate of 1 per cent per annum on the daily balance.
For Fixed Deposits:—
For 3 months, 2 per cent per annum.
" 8 " 4 per cent " "
" 12 " 5 per cent " "

Local Bills Discounted.
Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON, Chief Manager.
Offices of the Corporation, No. 1, Queen's Road East, Hongkong, August 16, 1877.

Entertainment.

AMATEUR DRAMATIC CLUB OF HONGKONG.

THE MEMBERS of the above CLUB will give a Performance at the THEATRE ROYAL, CITY HALL, THIS EVENING, January 12th, 1878.

When will be presented a Comedy ENTITLED

"NINE POINTS OF THE LAW," to be followed by a farce by CH. SELBY, Esq., ENTITLED

"Boots at the Swan."

Tickets may be had at MESSRS LANE, CRAWFORD & CO. on and after Wednesday, January 2nd.

Doors Open at 8.30, Performance to Commence at 9 o'clock.

CHAS. O. COHEN, Hon. Secretary.

Hongkong, January 12, 1878. ja13

To Let.

A N O F F I C E T O L E T. Apply to LANDSTEIN & CO. Hongkong, September 15, 1877.

To Let.

N O. 4, and 5, PECHILI TERRACE, ELGIN STREET. Apply to LANE, CRAWFORD & CO. Hongkong, July 30, 1877.

To Let.

HOUSE No. 9, Queen's Road Central, with Godowns attached, House Nos. 2 and 8, Pedder's Hill, "Bines Villa," Pek-fo-ku, Furnished.

DAVID SASOON, SONS & CO. Hongkong, January 4, 1878.

To Let.

THE Dwelling House and Offices No. 1, D'Aguilar Street, lately in the occupation of Messrs DOUGLAS LAPRAIK & CO. Three Offices, in Club Chambers.

The Dwelling House No. 1, Alexandra Terrace.

Apply to DOUGLAS LAPRAIK & CO. Hongkong, January 4, 1878.

For Sale.

LAMMERT, ATKINSON & CO.

HAVE FOR SALE.

A LARGE ASSORTMENT OF AMERICAN COOKING & PARLOUR STOVES.

FENDERS and FIRE IRONS.

Superior California LAMBSWOOL BLANKETS.

FAIRBANK'S SCALES, from 400 lb. to 2,500 lb.

BRUSSELS and TAPESTRY CAR-

PETS, various patterns.

VELVET and TAPESTRY SOFA CARPETS and RUGS.

DOOR MATS.

HORSE BLANKETS.

Central and Pin-fire CARTRIDGE CASES.

Gun-WADS, PERCUSSION CAPS.

STATIONERY, of every description.

BOOKS.

WORKS OF REFERENCE.

NOVELS, SCHOOL BOOKS.

SHEET MUSIC and SONGS.

French APPLES, and LEMONS.

SMALL BELLIES, in Kits.

MACKEREL, TONGUES & SOUNDS.

Family PIG PORK, and Prime Mess BEEF, in Kegs 25 lb. each.

CAVIARE, SARDELLES, and Spiced ANCHOVIES.

Prime American BACON and HAMS.

Cutting JAMS and JELLIES Assorted.

GRANAM FLOUR, CORN MEAL,

RYE MEAL, &c., &c.

Canned Dessert FRUITS.

Compressed CORNED BEEF, and BEEF TONGUES.

PICKLED SALMON, in Quantities to suit Purchasers.

CROSE & BLACKWELL'S OIL MANS' STORES, of every kind; Fresh Supplies received by every Steamer.

CLARET in Cask, (BANDOL), Superior Quality.

BARCLAY PERKIN'S PORTER, in Hogsheads and Kilderkins.

GUINNESS'S STOUT, Bottled by E. & J. BURKE, in Pints and Quarts.

BASS PALE ALE, Bottled by CAMERON and SAUNDERS, in Pints and Quarts.

&c., &c., &c.

Hongkong, January 3, 1878.

Notices of Firms.

NOTICE.

MR. HORATIO GAY JAMES was admitted a Partner in our Firm on the 1st January, 1878.

GEORGE R. STEVENS & CO.

Hongkong, January 1, 1878.

NOTICE.

THE Business hitherto conducted in my name will from this Date be Carried on under the Style of GROSSMANN & CO., Mr. G. A. GROSSMANN having become a Partner therein.

C. F. GROSSMANN.

Hongkong, January 1, 1878. ja2

NOTICE.

MR. BERNHARD SCHMACKER is authorized to Sign our Firm by production.

CARLOWITZ & CO.

Canton, Hongkong, January 1, 1878. ja2

NOTICE.

MR. H. F. MEYERINK has been admitted a Partner in our Firm from this Date.

MEYER & CO.

Hongkong, January 1, 1878. ap2

NOTICE.

THE Interest and Responsibility of Mr. JOSEPH PERROTTE BARNES in our Firm in China CEASES from this Date.

HOLLIDAY, WISE & CO.

Hongkong, December 31, 1877. ja2

NOTICE.

MR. CHARLES DAVID BOVETT was admitted a PARTNER in our Firm on the 1st July, 1877.

DOUGLAS LAPRAIK & CO.

Hongkong, September 22, 1877.

NOTICE.

I HAVE This Day established myself at this Port as a MERCHANT and COMMISSION AGENT, under the Style or Firm of GEO. B. STEVENS & CO., who will henceforward conduct the Agency of the AUSTRALIAN STEAM NAVIGATION COMPANY.

G. R. STEVENS.

Hongkong, December 29, 1877.

NOTICE.

I HAVE This Day established myself at this Port as a GENERAL COMMISSION AGENT.

J. Y. VERNON SHAW.

Hongkong, November 1, 1877. my1

NOTICE.

I HAVE This Day established myself at this Port, under the Style or Firm, WEST POINT IRON WORKS, ENGINEERS AND BOILERMAKERS, BY WILLIAM DUNPHY & CO., Late Manager of the NOVELTY IRON WORKS, Hongkong.

W. DUNPHY.

Hongkong, December 10, 1877. ja10

For Sale.

EXTRA FINEST ISIGNY BUTTER, in 1 lb. and 2 lb. Tins, Packed specially for LANE, CRAWFORD & CO.

Choice French JAMS.

LANE, CRAWFORD & CO., Special Agents.

VAN HOBOKEN'S AVH GIN.

LANE, CRAWFORD & CO., Special Agents.

BASS'S ALE and GUINNESS'S STOUT, Bottled by FOSTER.

LANE, CRAWFORD & CO., Special Agents.

TUBORG's DANISH BEER.

LANE, CRAWFORD & CO., Special Agents.

CURRIES and ADER'S CLARETS.

LANE, CRAWFORD & CO., Special Agents.

BULLOCK LADÉ'S SCOTCH WHISKY, specially blended.

For LANE, CRAWFORD & CO.

Very Fine OLD RYE WHISKY,

Bottled by LANE, CRAWFORD & CO.

SACCONI's Perfectly Pure SHERRIES.

Bottled by LANE, CRAWFORD & CO.

Choice Pure PORT, direct from Oporto.

Bottled by LANE, CRAWFORD & CO.

CUMSHAW MIXTURE, the finest Mixture of new Foochow Teas.

Prepared specially for LANE, CRAWFORD & CO.

CHUBB'S SAFES, LOCKS, and BOXES,

LANE, CRAWFORD & CO., Special Agents.

LETT'S DIARIES for 1878,

LANE, CRAWFORD & CO., Agents.

SILVER LAMPS,

LANE, CRAWFORD & CO., Agents.

BAXTER'S CANVAS,

LANE, CRAWFORD & CO., Agents.

Hongkong, December 28, 1877.

LANE, CRAWFORD & CO.

Intimations.

Intimations.

POSTAL RATES.

[Subjoined we give the postal rates now in force for transmission of correspondence to all parts of the world. Detailed rules affecting the transmission of packets, parcels, &c., will be found annexed, together with a number of miscellaneous and useful notices.]

Hongkong Rates of Postage.

(Revised Nov. 9th, 1877.)

In the following Statements and Tables the Rates are given in cents, and are, for Letters, per half ounce, for Books and Patterns, per two ounces.

Newspapers over four ounces in weight are charged as double, triple, &c., as the case may be, but such papers or packets of papers may be sent at Book Rate. Two Newspapers must not be folded together as one, nor must anything whatever be inserted except bona fide Supplements. Printed matter may, however, be enclosed, if the whole be paid at Book Rate. Prices Current may be paid either as Newspapers or Books.

N.R. means No Registration.

Countries of the Postal Union.

The Union may be taken to comprise Europe, the United States, Brazil, India (including Ceylon, the Straits, and Aden), Japan, Egypt, Labuan, Mauritius, Seychelles, Jamaica, Trinidad, British Guiana, and Bermuda, with all French, Danish, Netherlands, Portuguese, and Spanish Colonies.

Countries not in the Union.—The chief countries not in the Union are: the Australasian Group, British North America, Africa (except French, &c., Colonies), and Central America.

Postage to Union Countries.

General Rates, by any route:—
Letters, 12 cents per $\frac{1}{2}$ oz.
Registration, 8 cents.
Newspapers, 2 cents each.
Books and Patterns, 4 cents per 2 oz.

Exceptional rates, to the United Kingdom and Union Countries served through the United Kingdom via Brindisi only:—
Letters, 16 cents per $\frac{1}{2}$ oz.
Registration, 8 cents.
Newspapers, 4 cents each.
Books and Patterns, 6 cents per 2 oz.

There is no charge on redirected correspondence within the Postal Union.

Postage to Non-Union Countries.

W. Africa, Falkland Islands, Lagos, Gold Coast, Liberia, Sierra Leone, Gambia, Cape Verd Islands:—
Via San Francisco, or Marseilles, via Brindisi
Letters, — 22 26
Registration, — 12 12
Newspapers, — 4 6
Books & Patterns, — 8 10

Aspinwall, Panama:—
Letters, 18 34 38
Registration, None. None. None.
Newspapers, 4 4 6
Books & Patterns, 6 8 10

Canada, Vancouver, Prince Edward's Island, New Brunswick, and Nova Scotia:—
Letters, 12* 16 20
Registration, 8 12 12
Newspapers, 2* 4 6
Books & Patterns, 4* 6 8

Bahamas, Hayti:—
Letters, 14 34 38
Registration, None. None. None.
Newspapers, 4 4 6
Books & Patterns, 6 8 10

Bolivia, Chili, Ecuador, and Peru:—
Letters, 30 46 50
Newspapers, 6 6 8
Books & Patterns, 14 10 12
Registration, 12 None. None.

Hawaiian Kingdom:—
Letters, 16 16 20
Registration, None. None. None.
Newspapers, 4 4 6
Books & Patterns, 8 8 10

W. Indies, (except as above) Costa Rica, Guatemala, Monts, &c., New Granada, and Venezuela:—
Letters, 26 34 38
Newspapers, 6 4 6
Books & Patterns, 14 8 10
Registration, 12 None. None.

Australia, New Zealand, Tasmania, Fiji (N.Z.), Natal, Cape, St. Helena, Ascension.

Letters, by Contract Packet 24; by Private Ship 12, Registration, 12; Newspapers, 2; Books and Patterns, 4.

* A small extra charge is made on delivery.
† Cannot be sent via San Francisco.

LOCAL AND TOWN POSTAGE.

	Letters.	Newspapers.	Books & Patterns.	Per 2 oz.
Within any Town or Settlement, or between Hongkong, Canton, and Macao, in either direction.	2	8	2	2
Between any other two of the following places (through a British Office) viz., Hongkong, Macao, Ports of China and Japan, Bangkok, Saigon, and the Philippines, by Private Ship.	4	8	2	2
Between the above by Contract Mail.	8	8	2	4

Any publication fulfilling the conditions hereafter named can pass as a newspaper.

The conditions are as follows:—

1st. The publication must consist wholly or in great part of political or other news, or of articles relating thereto, or to other current topics, with or without advertisements.

2nd. It must be published in numbers, at intervals of not more than 31 days, and must be printed on a sheet or sheets unfastened.

3rd. The full title and date of publication must be printed at the top of the first page, and the whole or part of the title and the date of publication at the top of every subsequent page; and this regulation applies to Tables of Contents and Indices.

4th. A supplement must consist wholly or in great part of matter like that of a newspaper, or of advertisements, printed on a sheet or sheets, or a piece or pieces of paper unfastened; or wholly or in part of engravings, prints, or lithographs illustrative of articles in the newspaper. The supplement must in every case be published with the newspaper, and must have the title and date of publication of the newspaper printed at the top of every page; or, if it consists of engravings, prints, or lithographs, at the top of every sheet or page.

A packet containing two or more newspapers is not chargeable with a higher rate of postage than would be chargeable on book packet of the same weight.

A newspaper posted unpaid, or a packet of newspapers posted either unpaid or insufficiently paid, is treated as an unpaid or insufficiently paid book packet of the same weight.

The postage must be prepaid either by an adhesive stamp, or by the use of a stamped wrapper.

No newspaper can now be sent through the post a second time for the original postage. For each transmission a fresh postage is required.

Every newspaper must be posted either without a cover (in which case it must not be fastened, whether by means of gum, wafer, sealing wax, postage stamp, or otherwise) or in a cover entirely open at both ends, so as to admit of easy removal for examination. If this rule be infringed the newspaper is treated as a letter.

Every newspaper must be so folded, as to admit of the title being readily inscribed.

A newspaper or packet of newspapers which contains any enclosure except supplements is charged as a letter, unless the enclosure be such as might be sent at the book rate of postage, and the entire packet be sufficiently prepaid as a book packet, in which case it is allowed to pass.

A newspaper which has any letter, or any communication of the nature of a letter, written in it or upon its cover, is charged as an unpaid, or insufficiently paid letter.

No packet of newspapers may be above 5 lbs in weight, nor above two feet in length, one foot in width, nor one in depth.

A book-packet may contain any number of separate books or other publications (including printed or lithographed letters), photographs (when not on glass or in cases containing glass or any like substance), drawings, prints, or maps, and any quantity of paper, or any other substance in ordinary use for writing or printing upon; and the books or other publications, prints, maps, &c., may be either printed, written, engraved, lithographed, or plain, or any mixture of these. Further, all legitimate binding, mounting, or covering of a book, &c., or of a portion thereof, is allowed, whether such binding, &c., be loose or attached; as also rollers in the case of prints or maps, markers (whether of paper or otherwise) in the case of books, pens or pencils in the case of pocket-books, &c., and, in short, whatever is necessary for the safe transmission of such articles, or usually appertaining thereto; but the binding, rollers, &c., must not be sent as a separate packet.

Circulars, i.e., letters which are intended for transmission in identical terms to several persons, and the whole or the greater part of which is printed, engraved, or lithographed, may also be sent by book post.

But a book-packet may not contain any letter, or communication of the nature of a letter (whether separate, or otherwise), unless it be a circular-letter or be wholly printed; nor any enclosure sealed or in any way closed, against inspection; nor any other enclosure not allowed by Rule 3. If this rule be infringed, the entire packet is charged as a letter.

A book-packet may be posted either without a cover (in which case it must not be fastened, whether by means of gum, wafer, sealing wax, postage stamp, or otherwise), or in a cover entirely open at both ends, so as to admit of the contents being easily withdrawn for examination; otherwise it is treated as a letter. For the greater security of the contents, however, it may be tied at the ends with string; Postmasters being authorised to cut the string in such cases, although if they do so they must again tie up the packet.

No book-packet may be above 5 lbs in weight, nor above 24 inches in length, 12 inches in width, or 12 inches in depth, unless it be sent to or from one of the Government offices.

When, owing to a great and unusual influx of letters, books, &c., the transmission or delivery of the letters would be delayed if the whole mail were dealt with without distinction, book-packets may be kept back till the next despatch or delivery.

The above does not apply in any to letters sent outside the mail. These will always be charged on arrival in Hongkong and probably the Manila Office will adopt the same course.

Complaints are sometimes received of extra charges on correspondence exchanged between this Colony and Saigon, but it is believed it would be found in all cases that the letters, &c., had been sent loose.

Any Foreign stamp on loose correspondence are obliterated in this Office.

Indian Correspondence.

Unpaid Letters are not received for the Indian Mail Packets.

The Pre-payment of correspondence for the Straits, India, Ceylon, and Aden is compulsory by whatever opportunity it is forwarded.

Registration to Bangkok.

Her Britannic Majesty's Consul General for Siam has been good enough to make arrangements by means of which correspondence can be Registered to Bangkok, at the usual charge of 8 cents.

Soldiers' and Sailors' Letters.

Privates in H. M. Army or Navy, Non-commissioned Officers, Army Schoolmasters (not superintending or First Class) or Schoolmistresses may send half-ounce letters to the United Kingdom via Southampton by British Packet, for one penny; & via Brindisi by British Packet for three-pence. Hongkong stamps will prepay this class of

letters.

2nd. It must be published in numbers, at intervals of not more than 31 days, and must be printed on a sheet or sheets unfastened.

3rd. The full title and date of publication must be printed at the top of the first page, and the whole or part of the title and the date of publication at the top of every subsequent page; and this regulation applies to Tables of Contents and Indices.

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5th. It must be posted on a sheet or sheets unfastened.

6th. It must be printed on a sheet or sheets unfastened.

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23rd. It must be printed on a sheet or sheets unfastened.

24th. It must be printed on a sheet or sheets unfastened.

25th. It must be printed on a sheet or sheets unfastened.

Merchant Vessels in Hongkong Harbour.

Exclusive of late Arrivals and Departures reported to-day.

To facilitate finding the position of any vessel in the Harbour, the Anchorage is divided into eight Sections, commencing at Green Island. Vessels near the Hongkong shore are marked *a*, near the Kowloon shore *b*, and those in the body of the Harbour or midway between each shore are marked *c*, in conjunction with the figures denoting the sections.

Section.

- From Green Island to the Gas Works.
- From Gas Works to the Novelty Iron Works.
- From Novelty Iron Works to the Harbour Master's Office.
- From Harbour Master's to the P. and O. Co.'s Office.
- From P. and O. Co.'s Office to Peddar's Wharf.
- From Peddar's Wharf to the Naval Yard.
- From Naval Yard to the Pier.
- From Pier to East Point.

5. From Green Island to the Gas Works.

6. From Gas Works to the Novelty Iron Works.

7. From Novelty Iron Works to the Harbour Master's Office.

8. From Harbour Master's to the P. and O. Co.'s Office.

9. From P. and O. Co.'s Office to Peddar's Wharf.

10. From Peddar's Wharf to the Naval Yard.

11. From Naval Yard to the Pier.

12. From Pier to East Point.

13. From East Point to the Gas Works.

14. From Gas Works to the Novelty Iron Works.

15. From Novelty Iron Works to the Harbour Master's Office.

16. From Harbour Master's to the P. and O. Co.'s Office.

17. From P. and O. Co.'s Office to Peddar's Wharf.

18. From Peddar's Wharf to the Naval Yard.

19. From Naval Yard to the Pier.

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24. From Harbour Master's to the P. and O. Co.'s Office.

25. From P. and O. Co.'s Office to Peddar's Wharf.

26. From Peddar's Wharf to the Naval Yard.

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90. From Peddar's Wharf to the Naval Yard.

91. From Naval Yard to the Pier.

92. From Pier to East Point.

93. From East Point to the Gas Works.

94. From Gas Works to the Novelty Iron Works.

95. From Novelty Iron Works to the Harbour Master's Office.

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Mr Russell asked Sergeant Bremer if he had any further evidence to produce, and the Sergeant replied in the negative. Mr Russell said that, after what the Judge had said in a recent case, he should have thought the Police ought to have made some arrangements to get reliable evidence to determine the value of coins said to be base.

Defendant said:—On the 8th, 9th and 10th I was not in Hongkong, and I arrived here yesterday afternoon by the S. S. *Kiukiang*. Before leaving Fatschan a relation of mine gave me 1 tael and 3 mace and the dollar marked D. I do not live at Hongkong and went to visit my aunt who lives behind the Tung Hing Theatre and my aunt had no rice, so I went to a plainman's shop and asked for 1 dollar's worth of rice. He looked at the dollar and said it was copper. I said if it is copper return it to me. The complainant was very angry at the time. I said I have got 10 cents and some broken silver. I was never in Hongkong before. I know nothing of the \$3 marked A, B, and C. A carpenter on board the S. S. *Kiukiang* could certify that I came down yesterday.

Mr Russell committed him for trial and directed the police to get a warrant and search the Aunt's house.

SUPREME COURT.

IN CRIMINAL SESSIONS.

(Before His Honor Mr Justice SEDGWICK, with Special Jury.)

Jan. 12, 1878.

A SPECIAL SESSION.

THE "YESO" EXPLOSION CASE.

Theodore Bernard, Chief Engineer, and Wm. H. King, the 3rd Engineer, of the British steamer *Yesso*, were arraigned on two counts of manslaughter in causing the death of one Teang Asam and one Mahomed Esop, on the 22nd November last by the explosion of the starboard boiler of the steamer.

The Attorney General, the Hon. G. Phillipps, instructed by the Crown Solicitor, Mr Sharp, appeared for the prosecution.

Mr Hayllar, Q. C., instructed by Mr Braxton, appeared for the first prisoner, and

Mr Francis, instructed by Mr Dunning, appeared for the second prisoner.

The following special Jury was empanelled: Messrs. H. B. Gibb, Thos. Pinn, W. Wilson, A. G. McG. Heaton, J. H. Remond, W. R. Landstein, and D. Ruttmann.

This case was resumed to-day.

The Attorney General proposed to put in the statements the prisoners made at the Coroner's inquest. This was done, the statements of one prisoner against the other being struck out.

Mr Hayllar: Before laying the case before the Jury I wish to ask for some points to be reserved. I think this is a proper time to do it. Under the 8th section of 2 of 1869 your Lordship has power to reserve points, and I think it will be a convenient time now to mention them. The first point is with reference to the duty of the Chief Engineer—I have nothing to do with the Second Engineer, who is defended by my learned friend, Mr Francis—that the only duty really thrown upon my client is that cast upon him by the owners. The duty was to exercise a general supervision over the engines and boilers and to use his own discretion in doing so. Then this is the point—that he did exercise his own discretion in making certain examinations and in apportioning certain duties to his subordinates, which he had power to do, and there is no evidence of any neglect in selecting those subordinates or in apportioning the duties to them. Then the second point is that there is no evidence that he knew at any time, or had brought to his knowledge at any time or in any way, that the boilers were in a dangerous state, or that either of them was so; and that, so far as he was concerned, this was a mere matter of scientific inference; that in failing to draw such inference he only committed an error of judgment; that he is not charged with the omission of any one specific act—he omitted to perform the whole of his duty, and that is insufficient; and that the proximate cause of the accident was the faulty construction of the boilers. There is a great body of law on the subject, but I do not propose going into it now.

His Lordship: My proposition of the Jury would be that, in the absence of any rules which interfere with it, the duty imposed on a person who has care of machinery of this kind, is to use reasonable skill and caution, and, if he omits that and death ensues, he is guilty of culpable negligence, amounting to manslaughter. There was one other duty imposed upon the Chief Engineer, and that was to superintend, whatever that may mean.

The Attorney General: There is only one remark that I would make, in consequence of what fell from my learned friend in regard to the neglect of duty. He said there was no case in the books in regard to general negligence, but merely in regard to specific acts of negligence. That is not so. There are cases reported where death has been caused by negligence on the part of persons who omitted to supply necessities and so forth, and Lord Campbell himself, I think, referred to a case of neglect of duty very nearly resembling the present one. The most recent case of that description was the *Peng* murder case.

Mr Francis: On behalf of the second prisoner, I venture to submit to your Lordship there is, in point of law, no case that ought to be submitted to the Jury.

His Lordship: Do you call witnesses?

Mr Francis: Yes, my Lord. In the first place, I submit, there was no legal duty whatever—moral duty there may have been—imposed on the second prisoner with reference to the deceased, and that unless there was a legal duty towards the deceased, my client cannot, in point of law, be made liable for any negligence whatever.

His Lordship: The deceased are a passenger and one of the crew.

Mr Francis: The only duty incumbent on the second prisoner was the duty arising out of the contract with his employers. In the case of the Queen versus Thomas Smith, reported on page 836 of the last edition of Russell, the prisoner was a watchman at a spot where a tramway and an ordinary highway crossed each other. The prisoner was there for the purpose of warning people in case of danger. He absented himself from his post and neglected his duty. Somebody crossed over the junction and was killed by a passing wagon. It was held in that case that there was no duty towards the deceased, as one of the public, incumbent on the watchman—that the prisoner was merely a private servant, and that consequently his neglect did not constitute such a breach of duty as to make him guilty of manslaughter. In a foot-note to the case it was stated that to prove the prisoner guilty it must have been shown that he neglected some duty towards the deceased as one of the public using the highway.

The Attorney General said it was a question whether the case was correctly reported.

Mr Francis said that hundreds of other cases showed it. Even in the case of the *Peng*, murder it was part of the charge to the Jury at the trial that, unless there was a legal duty incumbent on the different parties to provide food, no neglect of which might have been guilty of neglect of a moral duty—would be sufficient for a conviction. If he neglected to provide his own child or wife with food—in reference to them he would have a legal duty—and if they died through his neglect he was culpable, but if he allowed his greatest friend and benefactor to die in a room next to his own he would not be guilty of any crime in the eye of the law. He said the only duty incumbent on the prisoner was the duty arising out of his contract—his duty to obey orders, and he had no duty whatever imposed upon him with reference to passengers or other members of the crew, and he could not be rendered liable in any action for damages. The only persons liable for any duty towards the passengers or public were the owners and Captain who undertook a certain duty towards them. He submitted also that there was no evidence of any duty incumbent upon the prisoner, legal or otherwise, but if His Lordship should be of opinion that there was some evidence of a duty put on his shoulders to report, which was the only negligence of duty alleged against him, then he submitted that that was altogether too remote from the explosion and death to render him criminally liable.

I have seen the old boilers of the *Yesso*; they had longitudinal stays. The boilers lasted about nine years. They were once sent to repair, and the Chief Engineer pointed out what was required to be done. The condition of the boilers then, showed that the engineers had been very particular with them. The parts which required repairs done to them were the superheater and the bottom part of the boiler. I have seen the present boilers. The fracture in the starboard boiler was caused by the chemical and mechanical action combined. Boilers with gusset stays of that kind are generally land boilers, of small diameter. Fresh water is generally used in them. When the surface of iron is corroded, corrosion progresses more rapidly at the later stages. When iron is subjected to straining and vibration, it is liable to crystallization, which destroys the fibres. The gusset stays did not appear to me to be of sufficient thickness; I should as a matter of practice have used 1/8 of an inch. The back plate was laminated and of poor iron; laminated iron is weak in strength. The samples shown me (taken from the broken plate) seem to be made of poor iron; it should not flange like that. I do not think it is Lowmoor iron. The other plate (3rd sample) is of Lowmoor iron; Lowmoor iron is the best iron and is more expensive. I should not have expected the plate to have worn off so much after only three years. Going inside the boiler, the backs of the stays would be visible; the lower part was completely gone, but the upper part was of the ordinary thickness. From what I saw of Mr. Bernard, and from the condition of the old boilers, I consider him a very careful engineer. I have personal experience of the bursting of boilers. As a practical ship's engineer I should think that a person not accustomed to these should not be made liable for the accident. The gusset stays might not have been expected to be worn so far in this manner; he might have easily overlooked them.

His Lordship: Were they trustees?

Mr Francis: Yes, my Lord. It was their clear statutory duty to keep the road in repair. It was laid down there first, that the neglect of duty must be immediately connected with the death and, secondly, that

not only must the negligence to make a person guilty of felony be personal, but it must be the immediate result of that personal negligence. Now the duty incumbent upon the first engineer, if any, was to report to his owners and have that boiler repaired. In the case to which I am referring the road surveyors or trustees are not to report the existence of the hole themselves, but to enter into a contract and make arrangements for having it repaired. With reference to the third engineer he is a step further removed from that primary duty. It was not in his power to get that boiler repaired himself. It was his duty to report to others; he ought to report to some one else whose duty it was to contract for the repair of the boiler, and I say that duty is altogether too remote from the death of the deceased to render the second prisoner in any way liable criminally for his conduct; and with reference to that same point I submit that we had clearly in evidence that the immediate, proximate cause of death was the undue and unusual pressure of the steam in the boilers a few moments before the explosion, caused by a sudden increase of heat through drawing the fires, and that for the management of the engines, the regulation of the pressure, and the drawing of the fires, the second engineer gave the orders, and he was actually in charge of the engine-room at the time. Then, there was what was mentioned by Mr. Hayllar, the very strong evidence as to the worthless character of the plate itself, but perhaps that is a question for the Jury. Upon these points, that the prisoner had no legal duties towards the deceased, and that the negligence of his duty, whatever it was, was not the immediate and proximate cause of death, he submitted there was no case against his client to be left to the Jury.

His Lordship said he thought the Jury, with regard to the second prisoner, would have to consider that acting in a subordinate capacity it was his duty to use reasonable skill and care in dealing with the dangerous machinery under his charge, and that if he failed to do so, he was guilty of culpable negligence. He would reserve the points

placed before him for consideration.

Mr Francis: My proposition of the Jury would be that, in the absence of any rules which interfere with it, the duty imposed on a person who has care of machinery of this kind, is to use reasonable skill and caution, and, if he omits that and death ensues, he is guilty of culpable negligence, amounting to manslaughter.

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spot where a tramway and an ordinary highway crossed each other. The prisoner was there for the purpose of warning people in case of danger. He absented himself from his post and neglected his duty. Somebody crossed over the junction and was killed by a passing wagon. It was held in that case that there was no duty towards the deceased, as one of the public, incumbent on the watchman—that the prisoner was merely a private servant, and that consequently his neglect did not constitute such a breach of duty as to make him guilty of manslaughter.

In a foot-note to the case it was stated that

there was another point which must have

been in mind. The Chief Engineer not being accustomed to this kind of gusset stays could not be expected to conclude that the gusset stays had been so dangerously eaten away, especially when their tensile appearance was so deceiving. The peculiar construction of these gusset stays required extraordinary knowledge, so that the want of knowledge of them would not be a want of ordinary skill imposed on a ship's engineer by law.

The learned counsel then quoted from the evidence to the Jury to show that the 1st prisoner had made examinations, thus proving that he had not been guilty of such want of common prudence and care in the performance of his duties that should render him criminally liable. He then referred to the existence of boilers &c. in England, and this precaution tended to show that the testing of boilers did not come within the range of an engineer of ordinary skill.

The Court was then adjourned.

When the Court resumed, Mr John Ingoldsby was called for the 1st prisoner—I am a mechanical engineer. I came out in 1842 as Engineer for the Mint; I am carrying on business here under the style of Victoria Foundry. I know the old boilers of the *Yesso*; they had longitudinal stays. The boilers lasted about nine years. They were once sent to repair, and the Chief Engineer inspection of them was done.

As to the weighing of the safety valve at 30 lbs., it was proved that the vessel was never worked up to that pressure, and nothing was done to them up to the time of the explosion.

Four months after the Chief Engineer again went into the boiler, and they had come to that state if the engineers had been exercising reasonable care and skill in looking after them. The Jury must also ascertain what were the engineer's duties. It was their duty to have looked after the engines and machinery. It was also the duty of the 2nd and 3rd engineers to report anything wrong to the Chief Engineer. It was also in evidence that the gusset stays were corroded nine months ago when the boiler was examined, and nothing was done to them up to the time of the explosion.

As to the question of the weight of the safety valve, it was proved that the vessel was never worked up to that pressure, and nothing was done to them up to the time of the explosion.

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gusset stays in American boilers, and I only saw gusset stays once in English-made boilers, that was in the *Yesso*. They were all eaten away at the water level. An ordinary engineer, who is not a boiler-maker, would certainly be deceived by such stays as those in the *Yesso*. I know Mr. Bernard personally; he is a first-rate engineer. I have never heard that he was not a good and economical engineer in running a ship.

By the Court:—An extremely careful survey of the boiler would have discovered the corrosion in the stays. Engineers as a rule, when they go into a boiler, examine all parts of the boiler.

Mr W. H. Forbes was called:—I am the head partner of Messrs. Russell & Co., here. The 1st prisoner was in the employ of the company as 2nd engineer; he was in our service for 5 or 6 years. He was 2nd engineer of the steamer *White Cloud*. He bore the very best character.

Mr Hayllar then summed up his case. From the evidence of Mr. Dunphy, it was clear that the stays were of faulty construction, and an ordinary engineer had a right to assume that the work was properly done. As to the weighing of the safety valve at 30 lbs., it was proved that the vessel was never worked up to that pressure, and nothing was done to them up to the time of the explosion.

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Portfolio.

WOOING.

Captive little hand,
Wherefore trembling so?
Like a fluttering bird,
All your pulses stirred;
Would you if you could—
Would you go?

Dropping, down-cast eyes,
Filled with love's own light,
Neath your snowy brows;
All my world lies hid;
Why so shyly veiled
From my sight?

Lovely, quivering lips,
With your wealth of red,
Speak the longed-for word
First in Eden heard;
In your own sweet way
Be it said.

Eager, restless heart.
Longing for your mate,
What have you to fear?
Find contentment here;
To my tender love
Trust your fate.

Dainty little maid,
Graced with charms so sweet,
One bright glance bostow;
Nay—but I will know
H—h—yes, for me,
Life's complete!

THE BALKANS.

(FROM THE STANDARD'S SPECIAL CORRESPONDENT LATELY AT THE RUSSIAN HEAD-QUARTERS.)

VIENNA, Nov. 8.

If the Cheviot Hills may be described as magnificent and terrible, and all the rest of it, so may the Balkans; but if one should not employ these epithets to any barrier less formidable than the Grampians, the Bulgarian range must content itself with praise more modest. The measured elevation of a peak above the sea is not a sure criterion of its actual height; if it were, the Pyramid of Cholula would be a first-class mountain. From the Danube bank Bulgaria rises in successive swells, and the actual slope of the Balkans may be said to begin at Tirmova. Starting from thence, one climbs a series of long waves with short, steep valleys between, to Gabrovo, eight hours' journey south-west. This lies in a hollow, and from the meadows around it one sees the Balkans from crown to base, wondrously diminished in their altitude by each of those encroaching waves that stretch thirty miles behind you. They have nothing of grandeur, and they inspire no awe. At a distance, indeed, they seem pretty, as hills green and wooded always must. But, upon approach, the forests dwindle to thorny brushwood, the rocks soften into commonplace rotundity. Why it should be so I know not, but trees do not flourish in any part of Bulgaria that I have seen. The landscape is practically void of them, and those few that catch the eye, poplars or wild pines for the most part, seldom reach a fair height. An exception occurs to me, however, in the big walnuts at Gov. Monastyr, beneath which the Cesarevitch has his quarters. The same rule applies in Walachia, where trees die at a certain age, owing, as I was told, to a stratum of cold or polarous earth, spread at a certain depth below the surface. There are no pines in the Balkans, which are thus deprived of one great element of fine scenery. There are no tarts, nor lakes either; very few streams, and no waterfalls that I could hear of. "Precipice" is a very vague expression, which may mean anything from a railway embankment to a cataract of the Rio Grande; but, however it be interpreted, there are few phenomena of the sort in the Balkans. Those famous mountains are, in truth, as commonplace, amiable, and rounded as any little hills in Europe, that make no pretence of beauty, or interest, or peril, but give themselves up in peace to bear, corn and wool. The talk about "passes" is misleading. One could not drive across the Malvern Hills without a road, nor carry a bale of goods over Plymton as the crow flies; but these are not called great mountains. As a matter of fact, people can and do traverse the Balkans in every direction and in every part. There is not so much danger as in passing the Scotch hills, for, firstly, mists are rare; secondly, there are no high woods of much extent; and, thirdly, there are neither bogs, nor tarts, nor precipices to speak of, and very few brooks. The "brush" is thick enough, but it is kept down by Bulgarian industry, and one need only follow the line of cobs to reach a field. This Bulgarian industry, to which I have done justice in a former article, makes itself more or less conspicuous than in the cultivation of the Balkans. One may see there fine crops, carefully sown and tended, upon slopes so steep that one's horse will refuse to descend. When we retired from the first battle of the pass, the young Grand Duke Nicholas and Prince Mirsky led us down a slant so dauberously inclined that many Cossacks and horses rolled over together, but it was tilted from brow to foot.

There are perhaps a dozen passes recognized—under different names—but between that of Troy and Mount Dagh, which are more or less practicable for vehicles. Amongst these, however, was not that famous through all time as the one through which Ghourko made his desperate foray. According to the tale we heard in camp, the credit of this scheme belongs to young Prince Tserkezoff, Secretary to General Agutinoff, and a private Tcherekaev *ad interim*. A Bulgarian refugee of the neighbourhood chanced to tell him of the road, which was known, of course, but scarcely recollect. Prince Tserkezoff seized the notion of a dash through this rugged cut, and carried his refugee to the Grand Duke. This took place at St. Petersburg. His Highness was very cool, but when General Ghourko warmly supported the plan he consented. The Turks had made no provision for defending this defile, and we know what happened. The story shows what sort of a mountain chain are the Balkans. A body of troops carrying their arms and a few days' rations could traverse it almost anywhere in summer. The defenders of the Schipka-road were fourteen battalions, besides artillery and irregulars. Both ends of the defile rested in our hands, and our Cossacks scoured the open country a long way down each side of the hills. Every Bulgarian was doing his best to track the fugitives, disarmed, disheartened, and bewildered. But with all these advantages we never secured above fifteen hundred. The rest broke a way for themselves, and prepared for vengeance. But I am afraid, of course, of running myself into trouble.

the rains and the snow fall, the Himalayas are scarcely more impracticable than the Balkans, except at a very few points. The Trojan Pass, I have understood, is always serviceable, more or less; but the Schipka, reckoned the "next best," needs remaking every spring. Strong and careful as is the Russian work upon this defile, Gabrovo critics declare that it will not stand the snow better than did their rough-and-ready engineering. Once upon a time a causeway traversed the mountains here. Bulgars have no memory for historical events nor interest in them, so that none can give me trustworthy information about this work. By one it was attributed to Trajan himself, whose "name we still adore" along the Danube, though, with Lord Byron perhaps, his last worshipper vanished from Western Europe. Others said "Midhat Pacha" of course; but Glursey, my host at Gabrovo, declared that Mahmud, the reformer, caused it to be built for his grand circuit through the provinces. This seems possible, for the work, though good, is not Roman, and its state forbids one to believe it only a few years old. Great part is overgrown with turf, but the road followed it, more or less, until the Russian engineers struck a better line. On this causeway one could see the force of winter storms and spring floods. It was originally built of square stone blocks fitted to each other without cement, and bound by a heavy curb. In a hundred places this stout pavement has been carried away and piled in a heap at some depth below; that it was effected by one rush of water or by one movement of ice or snow is apparent. Thus the surface of the road is scoured every year, leaving naked rock, eaten out by frost and rain, scored by masses of frozen snow, sharpened by the rapid wear of its soft strata. It must be remembered that if the Balkans be not more formidable in themselves than the Cheviots, the Bulgarian winter is quite another thing than ours. Siberian winds blow from the Oural, the famous storms of the Black Sea have a clean course over these treeless fields, the Carpathians fail to protect Romania from the savage north-easter, and Bulgaria has no defence at all. From October till April, the Balkans used to be impassable for vehicles except at Troyan. We shall see what the Russian engineers can do.

At Schipka they have made a road as good as could be wished as far as Mount St. Nicholas. I did not follow it further for cause. The Turks block this pass, and if they do not let themselves be starved out, no operations possible in the snow can clear them away. Schipka, then, may be put aside in discussing the chances of another foray. The Hainkol Pass has never been occupied in strength since the last of Ghourko's men struggled back through it, but a large Russian force seems to be still lying at Elena, and works of defence have been raised in that neighbourhood. So much we learn by vague telegrams published last Tuesday, whereby it appears that the Turks stormed three redoubts somewhere near Elena. Whether the Russians belonged to the Army of the Lom or to the Eighth Corps, one would have liked to know, but that information is not given us. We have not heard of either entering the Hainkol Pass itself, nor—what is almost more important—a good road being built through it, whilst the weather allowed such an operation. My impression is that nothing has been done there since the retirement of Ghourko's force, and if so, the labour of sullen Bulgars, provided with wooden spades, has long since been washed away. Ghourko had enormous difficulty and some loss in getting his artillery through at the most favourable moment, and if nothing has been improved, it is simply foolish to talk of another raid through the Hainkol at this season. All other defiles are equally impossible, except the Trojan, of which I know nothing from observation. Two months ago General Stobekoff made a reconnaissance thither, and occupied the mouth of the pass and the town of Troyan for some hours. No Turks were there at that time, but the dashing raider did not stop, and a few days afterwards the enemy reoccupied the line. If General Ghourko mediates another burst into Rounella, as is announced, by the Pinova, an amanuensis world he followed by the preliminaries of peace being arranged. Fort Nehay, a position near Spizka, has been captured by the Montenegrins, who are now declared to be masters of nearly all the territory as far as Bojana, with the exception of the citadel of Antivari and Dulicino.

Wednesday, Nov. 23.—Some sharp skirmishes have again taken place on the Lower Lom, near Plevna, as well as at Opana and Polomir, not far from Raograd, but they were devoid of important results. According to the Russians, their losses were almost nil. According to a telegram from Raguza, the Montenegrins have defeated Ghourko's force, and if so, the party of winter clothing has been stopped, and the belief there is, that in the event of the fall of Plevna, an armistice would be followed by the preliminaries of peace being arranged. Fort Nehay, a position near Spizka, has been captured by the Montenegrins, who are now declared to be masters of nearly all the territory as far as Bojana, with the exception of the citadel of Antivari and Dulicino.

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Wednesday, Nov. 23.—From both Bulgaria and Armenia we have telegrams stating that winter has set in with severity, and must have a great influence on the course of events. In Asia snow has fallen to the depth of three feet, and has compelled the Russians to suspend operations. It is thought that they are trying to establish themselves in winter quarters. The Romanian leaders seem to be assured of the surrender of Plevna. Prince Charles has already made arrangements with the Russian authorities respecting his share of the spoil, and he is still taking measures for the feeding of the besieged Turks when they yield. The Czar has published an order of the day expressing his admiration at the valour of the Romanians. A denial is now given to the report of the escape of Osman Pacha from Plevna. It originated with some Circassians, who witnessed his entry during the Russian attack on Rakhov, which led Osman to believe that an army was coming to his assistance, and caused him to attack the Russians at three points. He was compelled to return to Plevna after many hours' hard fighting. The recent fighting on the Lower Lom seems to have been rather severe. The Turks advanced from the Lom to Trestenik and Metochka, the latter close to the Danube, the engagement continuing for six hours, when the Turks retired under cover of their artillery. At Polomir, where the Turks are said to have retreated without accepting battle, the Ottoman commander claims to have routed and pursued 8,000 Russian cavalry and infantry. A force of 8,000 Turks has appeared at Elena, south of the Hainkol Pass, and after burning a few villages, retreated immediately. Such is the Muscovian version of an apparently objectless movement. Some insignificant skirmishes have taken place south of the Dobrudzha; where General Zimmerman still remains all but inactive. A report published in the St. Petersburg *New Times* states that 400 Turks have surrendered in the Schipka Pass. No reason is assigned for the act. The Daily Telegraph says—Information has reached London, as what is believed to be considerable authority, that the

rain, o'clock, when the Russian losses were fourson, killed, and forty wounded. The *Press* of Vienna has received a telegram from Trieste stating that the insurrection in the Caucasus is reported to be on the increase, and that Karsar, a fortified town, has been taken by storm, the Russian garrison having made prisoners. Mr Layard's critics declare that it will not stand the snow better than did their rough-and-ready engineering. Once upon a time a causeway traversed the mountains here. Bulgars have no memory for historical events nor interest in them, so that none can give me trustworthy information about this work.

Monday, Nov. 23.—Skirmishes are reported in various parts of Bulgaria, in which both the Turks and the Russians have been more or less successful. Small parties of Russians have been repulsed at Wrota, to the north of Orhanie, and at Bazarjik, north of Varna, while the Turks have been worsted in petty skirmishes at Etropol and Teteven, on the Salvi and Orhanie road. There have also been some outposts affairs on the Lom, but not one of any importance. By Imperial Decree 150,000 Civic Guards in Constantinople and the provinces have been called out for the purpose of maintaining order in their respective districts during the possible absence of the regular forces, the Christian inhabitants being summoned to take their share of the levy. The Turkish Civic Guard, it is explained, is intended to constitute an army of reserve in order to defend Adrianople and Constantinople by immersion. The Turkish fort Chan had once been baptised by St. John the Baptist, and once he had baptised a multitude of persons at the rate of two men and a half per minute, and that hence he could not immerse them. Mr. Waters publicly baptised 26 persons in eight minutes, thus beating St. John's best time by two full minutes and completely overthrowing the Presbyterian's argument. With all his unequalled rapidity of execution, he was never careless or inconsiderate. There was a rival Baptist minister in the next country who would sometimes become carried away by his emotions, and would sing an entire verse of a long native hymn while holding a concert under the water; and although a stalwart swimmer who was thus treated once fell from grace, and upsetting his minister in the water held him under until he was nearly drowned, the reverend enthusiast was not daunted by his carelessness. When, therefore, Miss Wilson consented to be baptised by the Pineville minister, she knew that she would be treated in a considerate and skillful manner; and the public knew that the spectacle would be well worth witnessing.

It is very easy to say, now that the affair is over, that Miss Wilson ought to have left her cork leg at home. In that case, however, she would have been compelled either to limp to the water on crutches, or to be carried thither by self-sacrificing demons. Moreover, her appearance in public without her customary leg would have excited a great deal of remark, which would not only have shocked her sensitive feelings but would have detracted from the solemnity of the scene.

So long as the water was only two feet deep, Miss Wilson, who weighed fully two hundred pounds, managed to wade toward the minister, but so soon as the latter took her hand and led her into deeper water the cork asserted its buoyancy and Miss Wilson was suddenly reversed. The minister, with much difficulty, placed her on her feet again, and rather scurily requesting her not to do that again, began to make a brief and formal address. Before he had spoken ten words, Miss Wilson, with a wild shriek, fell backward, and her cork leg shot swiftly upon the surface. Perhaps this is the point where a veil should be dropped. To finish the narrative as in few words as possible, it may be said that after half a dozen futile efforts the attempt to baptise Miss Wilson was abandoned. With all his skill and strength, the minister could not counteract the effort of the cork leg, and could not keep the convert right side up long enough to baptise her. He bore it with patience until the minister just called for a fifty-six pound weight, with a view to hallooing her, when she indignantly scrambled ashore, hastened home, and subsequently joined the Presbyterians.

We thus learn that there are times when cork legs conflict with the most important duties. The leg-makers should take a hint from this suggestive incident, and devise a light metallic leg wherewith to supply the Baptist market.

COMMON CARRIERS.

Justice Strong's full opinion, in rendering the Supreme Court decision in the case of certain Louisville banks against Adams' Express Company, is highly important to common carriers. Adams' Express Company were sued for money packages lost by a railroad accident and fire on the Louisville and Nashville road. The defense was that the receipt given by the Southern Express Company stipulated that said Company and its connections should not be held liable for loss by the dangers of railroad transportation or fire. The Court below gave judgment for the Company. The Supreme Court reversed the judgment, and says the defendants were common carriers.

They were not less safe because they had stipulated for more restricted liability than would have been theirs had their receipt contained only a contract to carry and deliver. What their liabilities were is to be determined by the nature of their business, not by the contract they made respecting the liabilities which should attend it. Having taken up the contract, it fixed legal character could not be thrown off by any declaration or stipulation that they should not be considered such carriers. The duty of a common carrier is to transport and deliver safely. The shipper is insured against all failure to perform that duty, except such failure as may be caused by a public enemy or by the act of God. By a special contract with his employer he may to some extent be exonerated from the limitations to his responsibility stipulated for are, in the judgment of the law, reasonable and not inconsistent with sound public policy. It is agreed, however, that he cannot by any contract with his customer relieve himself from the responsibility for his own negligence, or that of his servants, and for his own negligence or that of his servants, and this because such a contract is unreasonable and contrary to legal policy. So much has been finally determined in the case of a Railroad Company vs. Lockwood, 17 Wall, 557. But can he, by a contract made with those who entrust property to him for carriage and delivery, a contract made at the time he receives the property, secure to himself exemption from the responsibility for the consequences of the negligence of a railroad company or its agents not owned or controlled by him but which he employs in

the transportation? This question is not answered in the Lockwood case. It is raised here, or rather the question is presented, whether a common carrier does relieve himself from the consequence of such negligence by a stipulation that he shall not be liable for loss by fire. On this point it is said that the carrier is responsible for the conduct of the agency employed in the carriage, and that he cannot relieve himself in such a way.

MISS WILSON'S LEG.

(From the New York *Times*.)

Twenty-seven years ago Miss Wilson, of Pineville, N. C., lost her right leg. She was then young and pretty, and had she merely mishandled her leg every chivalrous Carolinian in the country would have joined in the search for it. Unfortunately, her loss was an irrevocable one. Having unintentionally inserted her leg under the wheel of a heavily-loaded wagon, she found that the once shapely limb was so completely ruined that she consented to have it cut off and thrown away. Its place was in time supplied with a cork leg, and Miss Wilson sorrowfully resigned herself to limping through a loveless life in a solitary grave. One day, Miss Wilson attended a camp-meeting, and was softened by the eloquence of the preacher and the shouts of the worshippers, and soon after Pineville was surprised and pleased by the announcement that on next Sunday Sister Wilson would be baptised.

Now, the public performance of the rite of baptism by Rev. Mr. Waters was obliged

to leave town and turned over his work for one night to the sporting man of the staff. This is how the criticism of an important concert appeared the next day.

HORSEY CRITICISM.

A newspaper musical critic was obliged

to leave town and turned over his work for one night to the sporting man of the staff.

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For Sale.

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BEST QUALITY CARDIFF STEAM

COAL for Sale, at Godown.

Apply to

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Hongkong, December 3, 1877.

WASHING BOOKS.

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WASHERMAN'S BOOKS, for the use
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CHINA MAIL Office.

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Neither the Captain, the Agents, nor
Owners will be Responsible for any
Debt contracted by the Officers or Crew
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Hongkong Harbour:FORMOSA, German 8-m schooner, Capt.
Schweer.—Melchers & Co.ANNIE S. HALL, American barque, Capt.
Chas. H. Nelson.—Captain.BIRKIE, British ship, Captain W. Rey.
nold.—Order.GLENBRUIN, British barque, Capt. Lang.
—Chinese.VERA, German barque, Capt. R. Dirks.
—Melchers & Co.R. C. RICKMERS, German ship, Captain
R. O. Stolt.—Wm. Fustau & Co.PHRAXTON, British barque, Captain H. D.
W. Schul.—Wieler & Co.EMMA, German barque, Captain H. J.
Gran.—Wm. Fustau & Co.ADELINA & MARIA, German barque,
Captain O. N. Dahl.—Wm. Fustau & Co.WARRIOR, British barque, Captain William
Bauermann.—Wieler & Co.QUICKSTAR, American barque, Captain
Barnaby.—Captain.TARZAN, German brig, Captain Kaemena.
—Melchers & Co.MARIA, British steamer, Capt. J. H.
Broker.—Slemens & Co.VELOCITY, British barque, Captain R.
Martin.—Wm. Fustau & Co.

SHIPPING.

ARRIVALS.

Jan. 12, Taiwan, British steamer, 408,
M. Young, Foochow Jan. 9, Amoy 10, and
Swatow 11. General—DOUGLAS LAFAINE
& Co.Jan. 12, Fuyow, Chinese steamer, from
Canton.Jan. 12, Maria, British steamer, 1080,
J. H. Broker, Saigon and Montong Jan. 8,
General—SLEMMES & Co.Jan. 12, 8.30 p.m., Leeuwen, Chinese
steamer, 784, R. Gibbon, Shanghai Jan.
9, 3.45 a.m., General—C. M. S. N. Co.Jan. 12, Kaloo, Russian barque, 890, J.
Roo, Bangkok Nov. 10, General—Order.Jan. 12, Fanny, French barque, 313,
Dugomier, Newcastle (N.S.W.) Nov. 22,
Coal—CARLOWITZ & Co.Jan. 12, Pearl, British steamer, 704, H.
Munk, Singapore Dec. 30, via Saigon,
General—MANG HING CHAN.Jan. 12, Velocity, British barque, 600,
Martin, Illoco Dec. 31, Rice.—Wm. FUSTAU
& Co.

DEPARTURES.

Jan. 12, Maria, for Port Chalmers.
12, Fungshun, for Shanghai.
12, Tientsin, for Shanghai.
12, Sind, for Shanghai.

12, China, for Shanghai.

12, Charles Moreau, for Whampoa.

12, Nelson, for Singapore.

12, Macau, for Manila.

CLEARED.

Galatea, for Shanghai.

Pearl, for Swatow.

Theon Kramon, for Bangkok.

Dolphins, for Coast Ports.

Euston, for Tamsui, &c.

St. Peter, for Shanghai.

Chefoo, for Shanghai.

Winter Abbey, for Saigon.

Conquest, for Hoihow.

Creswell, for Bangkok.

Salisbury, for Manila.

Peru, for Honolulu and Peru.

Peru, for Shanghai.

Emma, for Amoy.

Peter, for Taiwan.

PASSENGERS.

ARRIVED.

Per Taiwan, from Coast Ports, Captain
Lang, and 24 Chinese deck.

Per Leeuwen, from Shanghai, Dr. Mac-

Carthy, Mr. G. Rome, and 83 Chinese.

Per Maria, from Saigon, 50 Chinese.

Per Pearl, from Singapore, 101 Chinese.

and 13 for Hongkong.

DEPARTED.

Per Fungshun, for Shanghai, 40 Chinese.

TO DEPART.

Per Emma, for Manila, 185 Chinese.

SHIPPING REPORTS.

The British steamer Maria, reports:

Strong winds from the Northward.

The Chinese steamer Leeuwen reports:

Cloudy with strong monsoon.

The Russian barque Kaloo reports:

Light winds and calms throughout the

passage.

The British barque Velocity reports:

First part light variable winds and thick

heavy weather, middle and latter part

strong Northward gales with thick weather,

accompanied with rain and high sea.

The British steamer Taiwan reports:

Left Foochow 6th Inst. and had moderate

and fresh monsoon to Amoy. Left Amoy

10th and had moderate monsoon to

Swatow. Left Swatow 11th and had moderate

and fresh N.W. winds and smooth sea

to port. Left Foochow 1st—Star, Hankow.

In Amoy—H.M.S. Magpie, U.S. Flag-ship

Tennessee, str. Gordon Castle and Namoo,

In Swatow—H.G.M.S. Nautilus, and S. S.

Narwhal.

POST OFFICE NOTIFICATIONS.

MAILS WILL CLOSE:

For RONOLULU AND CALLAO.—

For Perussia, at 9 a.m., on Sunday, the

13th Inst., instead of as previously

notified.

For SHANGHAI.—

For Fuyow, at 9 a.m., To-morrow, the

13th Inst.

POST OFFICE NOTIFICATIONS.

MAILS will close:

For MANILA.—

For ship Salisbury, at 9 a.m., on Sunday,

the 13th Inst.

For BANGKOK.—

For barque Creswell, at 9 a.m., on Sun-

day, the 13th Inst.

For barque Thon Kramon, at 1 p.m.,

on Monday, the 14th Inst.

For AMOY, TAMSUI & TAIWAN.—

For Hailong, at 11.30 a.m., on Monday,

the 14th Inst.

For STRAITS SETTLEMENTS AND

CALCUTTA.—

For Venice and Hindostan, at 2.30 p.m.,

on Tuesday, the 15th Inst.

MAILS BY THE ENGLISH PACKET.—

The English Contract Packet GEELONG

will be despatched with the Mails for

Europe, &c., on THURSDAY, the

17th Instant.

The following will be the hours of closing

the Mails, &c.:

Wednesday, 10th Inst.

5 p.m., Money Order Office closes.

6 p.m., Post Office closes except the NIGHT

Box, which remains open all night.

Thursday, 17th Inst.

5 p.m., Post Office opens for sale

of Stamps, Registry of Letters, and

Posting of all correspondence.

10 a.m., Post Office closes except for Late

Letters. Registry of Letters ceases.

10.15 a.m., Letters may be posted with

LATE Fee of 18 cents extra

to Postage till

11 a.m., when the Post Office Closes

entirely.

11.30 a.m., Letters (but Letters only)

addressed to the United Kingdom

Vic. Brindisi, or Singapore, may

be posted on board the Packet with

Late Fee of 48 cents extra postage,

until

11.50 a.m., when the Mail is finally

closed.

Hongkong, January 7, 1878. ja17

MAILS BY THE UNITED STATES PACKET.—

The United States Mail Packet CITY

of Peking will be despatched on SATUR-

DAY, the 19th instant, with Mails

for Japan, San Francisco, and the

United States, which will be closed as

follows:

11 a.m. Registry of Letters ceases.

11.30 a.m. Post-Office closes, but Letters

(except for Non-Union Countries) may

be posted on board the Packet with

Late Fee of 18 cents extra Postage

until the time of departure.

Correspondence for Non-Union Islands

(except the Bahamas and Hayti), Costa

Rico, Honduras, Monte Video, New

Granada, Paraguay, and Uruguay can

no longer be sent by this route.

Hongkong, January 12, 1878. ja17

MAILS BY THE FRENCH PACKET.—

The French Contract Packet TIGRE will

be despatched from Hongkong on

THURSDAY, the 24th Inst. with Mails to

and through the United

Kingdom and Europe, via Mar-

seilles; to Saigon, Singapore, Batu-

via Gallo, Australia, New Zea-

land, Tasmania, Fiji, Aden, Sey-

chelles, Réunion, Mauritius, Sues,

and Alexandria. This is the best

opportunity for forwarding Corre-

spondence to E. Africa, the Cape,

St. Helena, and Ascension.

Letters may also be forwarded to India

by this Packet but can be paid only

as far as Ceylon. The postage to

Ceylon must be prepaid. Such let-

ters should be marked Post to Gale

on or/and; they will go from Gallo as

unpaid.